

29284. Adulteration and misbranding of rubber prophylactics. U. S. v. 25 Gross of Rubber Prophylactics (and 3 similar seizure actions). Default decrees of condemnation and destruction. (F. & D. Nos. 42148, 42149, 42151, 42030. Sample Nos. 9337-D, 23420-D, 23421-D, 23427-D.)

Samples of this product were found to be defective in that they contained holes.

On or about March 24 and April 12, 1938, the United States attorneys for the Western District of Washington and the Southern District of Texas, acting upon reports by the Secretary of Agriculture, filed in their respective district courts four libels praying seizure and condemnation of 184 gross of rubber prophylactics in various lots at Seattle, Wash., and Houston, Tex.; alleging that the article had been shipped in interstate commerce on or about November 30, 1937, and January 12 and 13, 1938, from San Francisco, Calif., by Stowall & Co.; and charging adulteration and misbranding in violation of the Food and Drugs Act.

The article was alleged to be adulterated in that its strength fell below the professed standard or quality under which it was sold.

Misbranding was alleged in that the following statements variously appearing in the labeling of the several lots were false and misleading: "Prophylactics * * * Guaranteed Five Years * * * Against Deterioration Under Normal Conditions * * * For the Prevention of Disease * * * Prophylactic * * * For Prevention of Disease * * * Super Fine * * * Positive Protection * * * Disease Preventative * * * for the Prevention of Contagious Diseases * * * Guaranteed Five Years * * * Air Tested * * * 100% * * * perfected * * * Guaranteed unconditionally for five years."

On April 14 and June 23, 1938, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

M. L. WILSON, *Acting Secretary of Agriculture.*

29285. Adulteration and misbranding of rubber prophylactics. U. S. v. 8½ Gross and 10½ Gross of Rubber Prophylactics (and 1 similar seizure action). Default decree of condemnation and destruction. (F. & D. Nos. 41918, 41919, 41933, 41934, 41940. Sample Nos. 10352-D, 10353-D, 10354-D.)

Samples of this product were found to be defective in that they contained holes.

On March 10 and 12, 1938, the United States attorney for the Middle District of Georgia, acting upon reports by the Secretary of Agriculture, filed in the district court two libels praying seizure and condemnation of 38¼ gross of rubber prophylactics in various lots at Macon and Valdosta, Ga.; alleging that the article had been shipped in interstate commerce on or about February 28, 1938, from New York, N. Y., by Le Mars Rubber Co.; and charging adulteration and misbranding in violation of the Food and Drugs Act.

The article was alleged to be adulterated in that its strength fell below the standard or quality under which it was sold.

Misbranding was alleged in that the statement in the labeling, "For Prevention of Disease," was false and misleading.

On April 19, 1938, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

M. L. WILSON, *Acting Secretary of Agriculture.*

29286. Adulteration and misbranding of rubber prophylactics. U. S. v. 22 Gross of Rubber Prophylactics. Default decree of condemnation and destruction. (F. & D. No. 41788. Sample No. 1319-D.)

Samples of this product were found to be defective in that they contained holes.

On or about February 19, 1938, the United States attorney for the Eastern District of Virginia, acting upon a report by the Secretary of Agriculture, filed in the district court a libel praying seizure and condemnation of 22 gross of rubber prophylactics at Norfolk, Va.; alleging that the article had been shipped in interstate commerce on or about January 21, 1938, from New York, N. Y., by Martin Glassman Corporation; and charging adulteration and misbranding in violation of the Food and Drugs Act. The article was labeled in part: "Texide * * * L. E. Shunk Latex Products, Inc. Akron, Ohio."

It was alleged to be adulterated in that its strength fell below the professed standard or quality under which it was sold.